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 UNITED STATES DISTRICT COURT
 FOR THE DISTRICT OF MASSACHUSETTS

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CRITTENDEN RESEARCH, INC.,

Plaintiff,

v.

RENAISSANCE GROUP, INC.,

Defendant.

CASE NO. _____

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**COMPLAINT FOR INJUNCTIVE, MONETARY
 AND OTHER RELIEF FOR COPYRIGHT INFRINGEMENT
 AND BREACH OF CONTRACT, AND JURY TRIAL DEMAND**

MAGISTRATE JUDGE RBC

Plaintiff, Crittenden Research, Inc., by its attorneys Morgan Lewis & Bockius LLP,
 brings this action against Renaissance Group, Inc. under the copyright laws of the United States,
 15 U.S.C. § 101, *et seq.*, and state contract law, and alleges as follows:

THE PARTIES

1. Crittenden Research, Inc. ("Crittenden") is a California corporation with its principal place of business at 45 Leveroni Court, Suite 204, Novato, California 94949. At all times relevant to this Complaint, Crittenden has been engaged in the business of publishing original newsletters on various topics, including insurance.

2. Renaissance Group, Inc. ("Renaissance") is a Massachusetts corporation with its principal place of business at 981 Worcester Street, Wellesley, Massachusetts 02482. At all times relevant to this Complaint, Renaissance has been engaged in the business of providing personal and commercial insurance products and services.

JURISDICTION AND VENUE

3. This action arises under the federal Copyright Act, 17 U.S.C. § 101, *et seq.*, and applicable state laws governing contracts.

4. This Court has subject matter jurisdiction over this Complaint under 28 U.S.C. §§ 1331 and 1338(a) and has supplemental jurisdiction over the state law breach of contract claims under 28 U.S.C. § 1367.

5. This Court has personal jurisdiction over the Renaissance through its presence and business transactions within the State of Massachusetts.

6. Venue is proper in this Court pursuant to 28 U.S.C. §§ 1400(a), 1391(b) and 1391(c). Upon information and belief, a substantial part of the events giving rise to the claims alleged in this Complaint occurred in this district.

FACTS

I. CRITTENDEN NEWSLETTERS

7. Crittenden is the publisher of leading, original newsletters in diverse fields such as real estate, insurance and golf. Crittenden has long published newsletters on the topic of insurance. One of Crittenden's newsletters in the insurance area was entitled Workers' Comp Report. When Crittenden discontinued Workers' Comp Report, the subject matter covered by the newsletter was incorporated into the newsletter, Crittenden's Insurance Markets (the "Newsletter"). The Newsletter continues to be offered today and provides up-to-date information on commercial lines of insurance, including workers' compensation insurance. Crittenden's publications, including the Newsletter, are published and distributed to subscribers in hard copy and/or an electronic form via e-mail. A representative copy of a hard copy of the

Newsletter is attached hereto as Exhibit "A." Each Newsletter regardless of its format, hard copy or electronic, bears a copyright notice confirming that Crittenden owns the exclusive copyright in the Newsletter being published and distributed and the terms and conditions applying to the distribution of the Newsletter.

8. The Newsletter generally is not available except through an annual subscription. Single issues can be purchased, but only by annual subscribers. Regardless of format, each Newsletter plainly states to contact customer service at (800) 421-3483 to inquire about permission to make copies or to obtain site licenses for multiple subscriber access. Each electronic version of the Newsletter is sent accompanied by an e-mail setting forth information about use and reproduction of the Newsletter. Attached hereto as Exhibit "B" is a true and correct copy of the e-mail that currently accompanies the electronic distribution of the Newsletter.

9. At all relevant times, Crittenden has owned all right, title, and interest in and to the copyright in each and every Newsletter. True and accurate copies of certain of Crittenden's copyright registration certificates for the Newsletter are attached hereto as Exhibit "C."

10. Each year Crittenden incurs substantial costs for creating, editing, laying out, proofreading, distributing, promoting and protecting its newsletters. Crittenden risks serious financial injury if the copyrights, annual subscription agreements and/or notices for its newsletters are not respected.

II. RENAISSANCE'S SUBSCRIPTION AGREEMENT WITH CRITTENDEN AND UNAUTHORIZED USE OF THE NEWSLETTER

11. On or about 1996, Renaissance contacted Crittenden to enter into an annual subscription agreement to receive the predecessor to the Newsletter, which was then called Workers' Comp Report. The Workers' Comp Report was then distributed only in hard copy

format. In 2001, Crittenden discontinued Workers' Comp Report. Subsequently, Renaissance entered into a subscription to receive the Newsletter in hard copy.

12. On or about January 27, 2004, Renaissance entered into a license agreement for a single individual to receive the electronic form of the Newsletter ("the 2004 Agreement"). The 2004 Agreement expressly provided that the right to receive the Newsletter was limited to a single subscriber and that "[r]egular or full-issue reproduction *or forwarding* to unauthorized, non-paying third parties [wa]s a violation of Crittenden's copyright policy and the U.S. Copyright Act." (Emphasis added)

13. Each issue of the Newsletter distributed by e-mail to Renaissance has been and continues to be accompanied by an express notice (the "Notice") that the Newsletter is for "the sole use of the individual recipient" and that "it is illegal under federal law to make copies or faxes or to electronically reproduce [the] [N]ewsletter via e-mail, PDF or intranet without permission." The Notice further prohibits the individual subscriber from making any copies of the electronic version of the Newsletter "even for internal use within your own company." The individual subscriber's right to access each Newsletter in electronic format is expressly conditioned on his or her assent to these restrictions.

14. Renaissance never requested permission, and permission by Crittenden was never granted, for Renaissance to redistribute any electronic Newsletter or to make copies of any Newsletter in any format.

15. Renaissance and/or its employees or agents (acting within the course and scope of their employment or agency), knowingly and willfully, routinely and systematically distributed electronic copies of the Newsletter to multiple employees at Renaissance, and/or elsewhere, without Crittenden's permission and without paying the appropriate subscription fees.

16. Crittenden notified Renaissance that Renaissance has infringed the copyrights of Crittenden and violated the terms and conditions of its agreements with Crittenden. Despite repeated requests by Crittenden, Renaissance has refused to disclose the full nature and scope of its unauthorized use of the Crittenden publications.

17. Crittenden has suffered substantial monetary harm from Renaissance's unauthorized, systematic and routine copying and distribution of the Newsletter. Crittenden will continue to suffer monetary harm if Renaissance is permitted to continue their infringing conduct. In addition, if Renaissance is permitted to continue its unauthorized practices, Crittenden will suffer ongoing injury that cannot be quantified in monetary damages.

COUNT I
(Copyright Infringement)

18. Crittenden realleges and incorporates herein by reference Paragraphs 1 through 17 of the Complaint as if fully set forth herein.

19. By its actions, Renaissance has infringed Crittenden's copyright in each Newsletter listed on Exhibit "D." The infringement of each Newsletter on Exhibit "D" constitutes a separate count of copyright infringement. With respect to each Newsletter listed on Exhibit "D," Renaissance has infringed the exclusive right of Crittenden to reproduce and distribute such Newsletter, particularly the exclusive right granted to Crittenden under 17 U.S.C. §§ 106 (1) and (3).

20. Crittenden owns a registered copyright or has applied to register its copyright for each Newsletter as set forth on Exhibit "D."

21. Renaissance's conduct in reproducing and distributing such Newsletters in violation of Crittenden's copyright rights has been knowing, willful and/or intentional.

22. Crittenden is informed and believes that Renaissance has in like manner infringed other copyrights owned by Crittenden, the identification of which will be determined in the course of discovery.

COUNT II
(Breach of Contract)

23. Crittenden realleges and incorporates herein by reference Paragraphs 1 through 22 of the Complaint as if fully set forth herein.

24. Under the 2004 Agreement, Renaissance acknowledged and agreed that it was entitled to a subscription for use of a single copy of the Newsletter and that it would not redistribute the Newsletter to any other person or to any other e-mail addresses.

25. Under the electronic Notice accompanying each Newsletter, Renaissance acknowledged and agreed that it was entitled to a single copy of the Newsletter and that it would not redistribute the Newsletter, even for internal use within its own company.

26. During the term of its annual subscription, Renaissance and/or its employees or agents acting within the course and scope of their employment or agency repeatedly breached agreements with Crittenden through its systematic and routine distribution of each Newsletter received under the 2004 Agreement and pursuant to the terms and conditions of the Notice accompanying each Newsletter received by Renaissance.

PRAYER FOR RELIEF

WHEREFORE, Crittenden prays that this Honorable Court:

1. Issue an order permanently enjoining Renaissance, its officers, agents, servants, employees and attorneys, and all those in active concert with them or in participation with them, from all further reproduction and distribution by any means or method of any content from any Newsletter published by Crittenden, unless such reproduction or distribution is authorized by Crittenden in writing;
2. Award Crittenden damages against Renaissance for any and all damages allowable by law, including without limitation, statutory damages pursuant to 17 U.S.C. § 504(c)(1), or in the alternative, all of Crittenden's direct and consequential damages arising from Renaissance's infringement of copyright and any applicable profit of Renaissance pursuant to 17 U.S.C. § 504(a);
3. Increase statutory damages pursuant to 17 U.S.C. § 504(c)(2) as appropriate for Renaissance's willful infringement of copyright in the maximum amount permitted by law;
4. Award Crittenden against Renaissance its direct and consequential damages arising from any breach of contract;
5. Award Crittenden its reasonable attorneys' fees, costs of suit and interest; and
6. Award Crittenden any and all such other and further relief as this Court shall deem just and proper.

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury on any and all claims for which it is appropriate.

Respectfully submitted,

CRITTENDEN RESEARCH, INC.

By Its Attorneys,



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